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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Gopal RAGHAVAN, et al.

U.S. Serial No.: 10/666,532

Group: 2832

Filing Date: September 19, 2003

Our Ref.: B-3996NP 621226-5

For: "SYMMETRIC PLANAR INDUCTOR"

Date: July 7, 2004

MAIL STOP PETITION
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

ATTN: Ms. Alesia Brown
Office of Petitions

REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 CFR 1.47(a)

Dear Ms. Brown:

In response to the Decision Refusing Status Under 37 CFR 1.47(b) mailed on May 14, 2004 (copy enclosed), please find enclosed herewith the following items:

(1) a Verified Statement of Details of Efforts to Reach Nonsigning Inventor (Supplement to Statement of Facts in Support of Filing on Behalf on Nonsigning Inventor) for each nonsigning inventor with copies of letters sent to the nonsigning inventors and DHL printouts; and

(2) a copy of an Action by Written Consent of Board of Directors of Hughes Aircraft Company with a Realignment Agreement, a Certificate of Merger of Hughes Research Laboratories, Inc. Into HRL LLC, and a Certificate of Amendment of HRL LLC to HRL Laboratories, LLC. Copies of the original employment contracts with Hughes Aircraft Company are also resubmitted herewith.

The Applicants believe that the enclosed Verified Statement of Details of Efforts to Reach Nonsigning Inventor satisfies Item (1) as described in the Decision Refusing Status Under 37 CFR 1.47(b).

The documents listed in the above paragraph 2 should be sufficient to show that HRL Laboratories, LLC has proprietary interest in this application. The employment contracts with Hughes Aircraft Company (which are resubmitted herewith) recite that "any and all inventions, including developments and discoveries, whether or not patentable, which I may conceive or first reduce to practice, either alone or with others during the period of my employment by Hughes (hereinafter referred to as Hughes inventions) shall be the sole and exclusive property of Hughes." The Realignment Agreement, Certificate of Merger of Hughes Research Laboratories, Inc. Into HRL LLC, and the Certificate of Amendment to HRL Laboratories, LLC show the chain of title from Hughes Aircraft Company to HRL Laboratories, LLC.

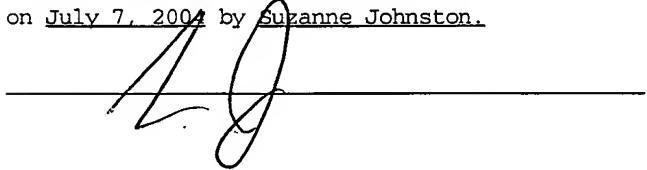
Therefore, the Applicants believe that the above documents satisfy Items (2) and (5) as described in the Decision Refusing Status Under 37 CFR 1.47(b).

The Applicants respectfully request that the Petition Under 37 CFR 1.47(a) be granted upon consideration of the enclosed evidence.

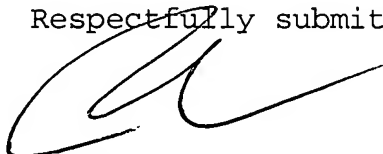
Renewed Petition Under 37 CFR 1.47(b)
USSN 10/666,532
July 7, 2004
Page 2

The Commissioner is authorized to charge any additional fees which may be required or credit overpayment to deposit account no. 12-0415.

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first-class mail in an envelope addressed to "MAIL STOP PETITION, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450", on July 7, 2004 by Suzanne Johnston.



Respectfully submitted,



Richard P. Berg
Attorney for Applicant
Reg. No. 28,145

LADAS & PARRY
5670 Wilshire Boulevard
Suite 2100
Los Angeles, CA 90036
(323) 934-2300

Enclosure: copy of Decision Refusing Status Under 37 CFR 1.47(b)
Verified Statement of Details of Efforts to Reach
Nonsigning Inventor (Supplement to Statement of
Facts in Support of Filing on Behalf of Nonsigning
Inventor) for each nonsigning inventor with copies
of letters sent to the nonsigning inventors and DHL
printouts
copy of an Action by Written Consent of Board of
Directors of Hughes Aircraft Company with a
Realignment Agreement, a Certificate of Merger of
Hughes Research Laboratories, Inc. into HRL LLC,
and a Certificate of Amendment of HRL LLC to HRL
Laboratories, LLC
copies of employment agreements between inventors and
Hughes Aircraft Company



UNITED STATES PATENT AND TRADEMARK OFFICE

7 5
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MAY 14 2004

OFFICE OF PETITIONS

In re Application of :
Raghavan, et al. : DECISION REFUSING STATUS
Application No. 10/666,532 : UNDER 37 CFR 1.47(b)
Filed: September 19, 2003 :
Atty. Dkt. No.: B-3996NP621226-5 :
For: SYMMETRIC PLANAR INDUCTOR :

DSW

This decision is in response to the petition under 37 CFR 1.47(b),
filed February 20, 2004.

The petition is **DISMISSED**.

Rule 47 applicant is given TWO MONTHS from the mailing date of this
decision to reply, correcting the below-noted deficiencies. Any
reply should be entitled "Request for Reconsideration of Petition
Under 37 CFR 1.47(b)," and should only address the deficiencies
noted below, except that the reply may include an oath or
declaration executed by the non-signing inventor(s). Failure to
respond will result in abandonment of the application. Any
extensions of time will be governed by 37 CFR 1.136(a).

The above-identified application was filed September 19, 2003
without an executed oath or declaration and naming Gopal Raghavan
and Michael G. Case as joint inventors. Accordingly, a Notice to
File Missing Parts of Nonprovisional Application was mailed
December 15, 2003. The Notice required, *inter alia*, an executed
oath or declaration and a surcharge.

A grantable petition under 37 CFR 1.47(b) requires: (1) proof that
the non-signing inventor cannot be reached or refuses to sign the
oath or declaration after having been presented with the
application papers (specification, claims and drawings); (2) an
acceptable oath or declaration in compliance with 35 U.S.C. §§ 115
and 116; (3) the petition fee; (4) a statement of the last known
address of the non-signing inventor; (5) proof of proprietary
interest; and (6) a showing that such action is required to
preserve the rights of the parties or to prevent irreparable
damages.

The instant petition lacks requirements (1), (2), and (6) set forth above.

As to item (1), petitioner has failed to establish that the inventors received the application papers (specification, claims, drawings, and oath or declaration) and thereafter refused to execute the oath or declaration. The documents accompanying the petition indicate that the inventors were sent a declaration/power of attorney and that no responses were received.

Petitioner is reminded that before a refusal to sign an oath or declaration can be alleged, it must be demonstrated that a *bona fide* effort has been made to present a complete copy of the application papers (specification, including claims, drawings, and oath or declaration) to the non-signing inventors. Petitioner has presented no evidence that the non-signing inventors were ever presented with a complete copy of the application papers (specification, claims, drawings, oath or declaration) for the instant application.

Any renewed petition should be accompanied by evidence to sufficiently establish that the non-signing inventors were sent a complete copy of the application papers and thereafter refused to execute the declaration. A copy of the application papers should be sent to the last known address of the non-signing inventors, or, if the non-signing inventors are represented by counsel, to the address of the non-signing inventors' attorney. Petitioner may wish to provide the Office copies of letters sent to the inventor indicating the enclosure of the application papers (specification, claims, drawings, and oath or declaration). If after the inventors receive the application papers and requests to execute the oath or declaration are refused, these facts should be set forth in a statement of facts signed by the person to whom the refusals were made and detailing with specificity the exact manner of the refusals. If a written refusal has been made, a copy of the written refusal should be included on renewed petition.

As to item (2), an acceptable oath or declaration for the patent application in compliance with 37 CFR 1.63 and 1.64 has not been presented. Petitioner has failed to establish that the person executing the declaration has a sufficient proprietary interest in the application. Accordingly, the declaration submitted herewith has not been properly executed. The declaration should be executed by a corporate officer, such as the president, vice

president, secretary, or treasurer of the assignee on behalf of and as agent for the non-signing inventors. The corporate officer's title or position must be identified in the declaration. If an officer is unavailable to execute the declaration, the declaration may be signed on behalf of the corporation by one whose proof of signing authority has been submitted to the Office, such as the corporation's attorney. The signature block of the non-signing inventor should remain unexecuted. Petitioner's attention is directed to MPEP 409.03(b) for further guidance.

As to item (5), petitioner has failed to sufficiently establish a proprietary interest in the application. Petitioner indicates that proprietary interest lies with HRL Laboratories, LLC. Petitioner has failed to establish that the inventors assigned or agreed to assign the invention to HRL Laboratories. Further, the employment contracts submitted with the instant petition appear to be agreements between Hughes Aircraft Company and the inventors. Moreover, the employment contracts do not indicate that the inventor's have assigned or agreed to assign the invention to HRL Laboratories, LLC or Hughes Aircraft Company.

Any renewed petition must establish that the invention has been assigned to applicant, that the inventor has agreed in writing to assign the invention to applicant, or that applicant otherwise has sufficient proprietary interest in the subject matter to justify the filing of the application. Petitioner must submit a copy of an employment agreement between the inventor and applicant or a legal memorandum signed by an attorney familiar with the law of the relevant jurisdiction stating that a court of competent jurisdiction would by weight of authority in that jurisdiction award title of the invention to Rule 47 applicant.

Further correspondence with respect to this matter should be addressed as follows:

By mail:

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

By facsimile:

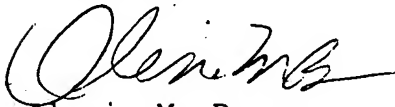
(703) 872-9306

By hand:

Patent and Trademark Office
2011 South Clark Place
Customer Window, Mail Stop Petition
Crystal Plaza Two, Lobby, Room 1B03

Arlington, VA 22202

Inquiries related to this decision may be directed to the undersigned at (703) 305-0310.

A handwritten signature in cursive script, appearing to read "Alesia M. Brown".

Alesia M. Brown
Petitions Attorney
Office of Petitions



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Gopal RAGHAVAN, et al.

U.S. Serial No.: 10/666,532

Group: 2832

Filing Date: September 19, 2003

Our Ref.: B-3996NP 621226-5

For: "SYMMETRIC PLANAR INDUCTOR"

Date: July 7, 2004

VERIFIED STATEMENT OF DETAILS OF EFFORTS TO REACH NONSIGNING
INVENTOR (SUPPLEMENT TO STATEMENT OF FACTS IN SUPPORT OF FILING ON
BEHALF OF NONSIGNING INVENTOR)

I, the undersigned, hereby state that the following attempts were made to reach the nonsigning inventor, Gopal Raghavan, and that I am the person most knowledgeable of facts surrounding the below listed attempts to reach the nonsigning inventor of the above-identified application.

On October 1, 2003 a letter (copy enclosed) was sent to Mr. Gopal Raghavan's former employer, HRL Laboratories, LLC, with a request for the inventor's signature on the Declaration/Power of Attorney. Shortly before the February 15, 2004 deadline date to respond to the Notice to File Missing Parts for the subject application, I was informed by Ms. Mel Kyle of HRL Laboratories that Mr. Raghavan was no longer employed by HRL Laboratories, LLC, and that HRL was currently involved in litigation with Mr. Raghavan.

On June 3, 2004, I sent a copy of the application with a blank Declaration/Power of Attorney to Mr. Raghavan's last known address via DHL courier service. On June 8, 2004, I was contacted by DHL and advised that Mr. Raghavan was no longer residing at his last known address. Copies of the June 3, 2004 letter and of the DHL label as returned by DHL are enclosed herewith.

On June 29, 2004, I performed an Internet search for additional contact information for Gopal Raghavan. A copy of the results

Verified Statement
USSN 10/666,532
Page 2

page is enclosed. I attempted to contact Mr. Raghavan at the phone number on the results page, but the phone number provided was no longer in service.

On information and belief, I believe that a diligent effort has been made to contact the nonsigning inventor, Gopal Raghavan, in connection with this application.

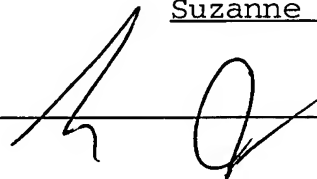
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 7/7/02

Typed/printed name of the person making this statement

Suzanne Johnston

Signature



Post Office Address LADAS & PARRY, 5670 Wilshire Blvd.,
Ste. 2100, Los Angeles, CA 90036

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MAVIS S. GALLENSON
M. IRIS HESS
JOHN A. PALMER
ROSS A. SCHMITT
KEVIN P. STEINMAN
TROY GUANGYU CAI
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ROBERT POPA

ALESSANDRO STEINFELT
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(EUROPEAN PATENT ATTORNEYS)

OF COUNSEL

RICHARD M. JOHNSON
ROBIN DAY GLENN
KAM C. LOUIE

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†NOT BAR MEMBERS

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GRAHAM FARRINGTON
U.K. Resident Partner
(MEMBER N.Y. BAR)



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DACHAUERSTRASSE 37
80335 MUNICH, GERMANY

October 1, 2003

Ms. Chris Harrison
HRL Laboratories
3011 Malibu Canyon Road
Malibu, California 90265-4799

VIA DHL COURIER

Re: U.S. Patent Application No. 10/666,532
Gopal RAGHAVAN, et al.
"SYMMETRIC PLANAR INDUCTOR"
HRL Ref.: 000501NP
Our Ref.: B-3996NP 621226-5 RPB/el

Dear Ms. Harrison:

Further to our September 25, 2003 letter to you, we enclose herewith a Declaration/Power of Attorney (4 pages), and Confirmatory Assignment Document (2 pages) to be executed the inventors. We are also sending the papers directly to inventor Michael G. Case as well, as we note he is no longer employed at HRL.

Once the Declaration/Power of Attorney and Confirmatory Assignment Document have been executed, please forward them to us so that we may file the same with the USPTO by the arbitrary deadline date of **November 19, 2003**.

Should you have any questions or comments concerning the foregoing, please contact me at your convenience.

Very truly yours,
LADAS & PARRY

Ericca Long
U.S. Patent Department Assistant

/el

HRL Laboratories
October 1, 2003
Page 2

Enclosures: Declaration/Power
Confirmatory Assignment

cc: Michael G. Case
211 Sandberg St.
Thousand Oaks, California 91360

Enclosures: Declaration/Power
Assignment
pre-stamped return envelope

RICHARD P. BERG
MAVIS S. GALLENSON
M. IRIS HESS
JOHN A. PALMER
ROSS A. SCHMITT
TROY GUANGYU CAI
ROBERT POPA
TIMOTHY S. COLE
ALEX KRAYNER
ELIZABETH A. LINFORD

ALESSANDRO STEINFELT
TOMAS LENDVAI
(EUROPEAN PATENT ATTORNEYS)

OF COUNSEL

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KAM C. LOUIE

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"NOT BAR MEMBERS

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LONDON, WC1V 6RR, ENGLAND

GRAHAM FARRINGTON
U.K. Resident Partner
(MEMBER N.Y. BAR)



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FREDERICK W. MEYERS
DERMOT J. HORGAN
JOHN E. MCKIE
(MEMBERS IL BAR)

DACHAUERSTRASSE 37
80335 MUNICH, GERMANY

June 3, 2004

Mr. Gopal Raghavan
517 Oakbury Ct.
Thousand Oaks, California 91360

VIA DHL COURIER

Re: U.S. Patent Application No. 10/666,532
Gopal RAGHAVAN, et al.
"SYMMETRIC PLANAR INDUCTOR"
HRL ref: 00501
Our ref: B-3996NP 621226-5 RPB/sjj

Dear Mr. Raghavan:

We wish to advise you that the above-identified patent application (of which you are an inventor) has been filed with the U.S. Patent and Trademark Office (USPTO).

We are now required to submit to the USPTO a Declaration/Power of Attorney signed and dated by yourself.

We enclose herewith the requisite Declaration/Power of Attorney (4 pages), and an Assignment Document (2 pages) to HRL Laboratories, LLC, as well as a copy of the application as filed with the USPTO.

Please review the application as filed and sign and date the Declaration/Power of Attorney and Assignment Document where indicated. If you need further clarification, please let us know.

Once the formal papers have been executed, please forward them to us so that we may file the same with the USPTO by the deadline date of

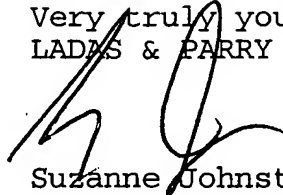
July 7, 2004.

We are enclosing herewith a pre-stamped return envelope for your convenience.

Mr. Gopal Raghavan
June 3, 2004
Page 2

If you have any questions concerning the foregoing, please do not hesitate to contact us.

Very truly yours,
LADAS & PARRY

A handwritten signature in black ink, appearing to be 'Suzanne Johnston', written over the typed name.

Suzanne Johnston
U.S. Patent Department Assistant

RPB/sjj

Enclosures: Declaration/Power
Assignment Document
copy of application as filed
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900365620
Phone/Fax: Or Email (required)
(323) 934-2300

3 To (Receiver)
Mr. Copal Raghavan
517 Oakbury Ct.
Thousand Oaks, California
Country USA
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Phone/Fax: Or Email (required)
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Length: 11, Width: 11, Height: 11
Weight: 1.00 lbs
DIMENSIONAL WEIGHT: 11.00 lbs

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Gopal RAGHAVAN, et al.

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VERIFIED STATEMENT OF DETAILS OF EFFORTS TO REACH NONSIGNING
INVENTOR (SUPPLEMENT TO STATEMENT OF FACTS IN SUPPORT OF FILING ON
BEHALF OF NONSIGNING INVENTOR)

I, the undersigned, hereby state that the following attempts were made to reach the nonsigning inventor, Michael G. Case, and that I am the person most knowledgeable of facts surrounding the below listed attempts to reach the nonsigning inventor of the above-identified application.

On October 1, 2003 a copy of a letter which was sent to Mr. Michael G. Case's former employer, HRL Laboratories, LLC (copy enclosed), was sent to Mr. Case's last known address with a request for the inventor's signature on the Declaration/Power of Attorney. No response was received and the letter was never returned by the U.S. Postal Service. In early February of 2004, I was informed by Ms. Mel Kyle of HRL Laboratories that HRL was involved in litigation with Mr. Case.

On June 3, 2004, I sent a copy of the application with a blank Declaration/Power of Attorney to Mr. Case's last known address via DHL courier service. On June 8, 2004, the DHL tracking website showed that the package sent to Mr. Case was delivered on June 4, 2004. No response was ever received from Mr. Case and the letter was not returned. Copies of the June 3, 2004 letter and the DHL tracking results page are enclosed herewith.

On June 29, 2004, I performed an Internet search for additional

contact information for Michael G. Case. A copy of the results page is enclosed. I attempted to contact Mr. Case at the phone number on the results page, but he did not answer the telephone personally. I left a voicemail message, asking him to confirm receipt of the papers sent on June 3, 2004 and to sign and return the formal papers for the subject application. As of the date of this statement, Mr. Case has not returned the signed papers or contacted me in any way.

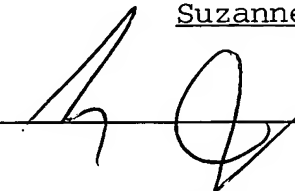
On information and belief, I believe that a diligent effort has been made to contact the nonsigning inventor, Michael G. Case, in connection with this application.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 7/7/04

Typed/printed name of the person making this statement

Suzanne Johnston

Signature 

Post Office Address LADAS & PARRY, 5670 Wilshire Blvd.,
Ste. 2100, Los Angeles, CA 90036

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TOMAS LENDOVAT
(EUROPEAN PATENT ATTORNEYS)

OF COUNSEL

RICHARD M. JOHNSON
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LONDON, WC1V 6RR, ENGLAND

GRAHAM FARRINGTON
U.K. Resident Partner
(MEMBER N.Y. BAR)



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DACHAUERSTRASSE 37
80335 MUNICH, GERMANY

October 1, 2003

Ms. Chris Harrison
HRL Laboratories
3011 Malibu Canyon Road
Malibu, California 90265-4799

VIA DHL COURIER

Re: U.S. Patent Application No. 10/666,532
Gopal RAGHAVAN, et al.
"SYMMETRIC PLANAR INDUCTOR"
HRL Ref.: 000501NP
Our Ref.: B-3996NP 621226-5 RPB/el

Dear Ms. Harrison:

Further to our September 25, 2003 letter to you, we enclose herewith a Declaration/Power of Attorney (4 pages), and Confirmatory Assignment Document (2 pages) to be executed the inventors. We are also sending the papers directly to inventor Michael G. Case as well, as we note he is no longer employed at HRL.

Once the Declaration/Power of Attorney and Confirmatory Assignment Document have been executed, please forward them to us so that we may file the same with the USPTO by the arbitrary deadline date of **November 19, 2003.**

Should you have any questions or comments concerning the foregoing, please contact me at your convenience.

Very truly yours,
LADAS & PARRY

Ericca Long
U.S. Patent Department Assistant

/el

HRL Laboratories
October 1, 2003
Page 2

Enclosures: Declaration/Power
Confirmatory Assignment

cc: Michael G. Case
211 Sandberg St.
Thousand Oaks, California 91360

Enclosures: Declaration/Power
Assignment
pre-stamped return envelope

RICHARD P. BERG
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M. IRIS HESS
JOHN A. PALMER
ROSS A. SCHMITT
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U.K. Resident Partner
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DACHAUERSTRASSE 37
80335 MUNICH, GERMANY

June 3, 2004

Mr. Michael G. Case
211 Sandberg St.
Thousand Oaks, California 91360

VIA DHL COURIER

Re: U.S. Patent Application No. 10/666,532
Gopal RAGHAVAN, et al.
"SYMMETRIC PLANAR INDUCTOR"
HRL ref: 000501
Our ref: B-3996NP 621226-5 RPB/sjj

Dear Mr. Case:

We wish to advise you that the above-identified patent application (of which you are an inventor) has been filed with the U.S. Patent and Trademark Office (USPTO).

We are now required to submit to the USPTO a Declaration/Power of Attorney signed and dated by yourself.

We enclose herewith the requisite Declaration/Power of Attorney (4 pages), and an Assignment Document (2 pages) to HRL Laboratories, LLC, as well as a copy of the application as filed with the USPTO.

Please review the application as filed and sign and date the Declaration/Power of Attorney and Assignment Document where indicated. If you need further clarification, please let us know.

Once the formal papers have been executed, please forward them to us so that we may file the same with the USPTO by the deadline date of

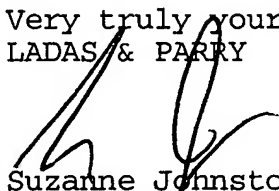
July 7, 2004.

We are enclosing herewith a pre-stamped return envelope for your convenience.

Mr. Michael G. Case
June 3, 2004
Page 2

If you have any questions concerning the foregoing, please do not hesitate to contact us.

Very truly yours,
LADAS & PARRY

A handwritten signature in black ink, appearing to read 'Suzanne Johnston', is written over the printed name.

Suzanne Johnston
U.S. Patent Department Assistant

RPB/sjj

Enclosures: Declaration/Power
Assignment Document
copy of application as filed
pre-stamped envelope



Ship	Track	Transit Times	Rates	Pickups	Locations	Supplies	Billing
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Delivered on: 6/4/04 11:51 am
Delivered to: Residence Door
Signed for by: LD FD -211 SANDBERG

Shipment History:

DATE	TIME	ACTIVITY AND COMMENTS	LOCATION
6/4/04	11:51 am	Shipment delivered.	Van Nuys, CA
	8:09 am	Arrived DHL facility.	Van Nuys, CA
6/3/04	6:04 pm	Departing origin.	Santa Monica, CA
	5:01 pm	Picked Up by DHL.	Shipper's Door

Shipper:

LADAS & PARRY
Los Angeles, CA 900365620
United States

Receiver:

MICHAEL G CASE
Thousand Oaks, 91360
Us

Shipment Detail:

Service: Next Day AM
Special:
Weight:
Pieces:

Ship Type:
Description:
Shipper's Reference:

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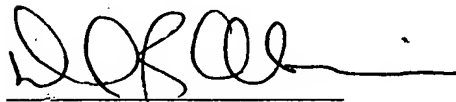
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To Whom It May Concern:

I, Daniel R. Allemeier, General Counsel and representative for HRL Laboratories, LLC hereby state that attached hereto is a true and correct copy of

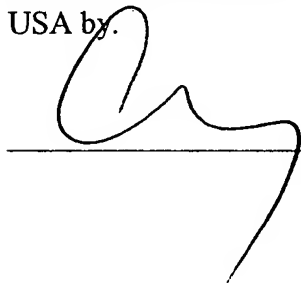
Action by written Consent of BOD



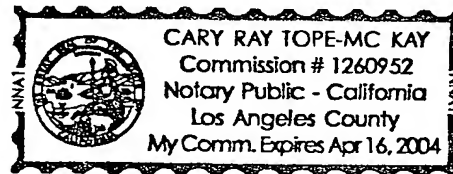
Daniel R. Allemeier

Dated: 3/20/2003

Subscribed and sworn to before me this 20th day of March, 2003 in Malibu, California, USA by.



(Cary Tope-McKay)



HUGHES AIRCRAFT COMPANY
ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS

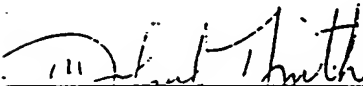
The Board of Directors of Hughes Aircraft Company, a Delaware corporation, adopts the following resolutions by unanimous written consent.

WHEREAS, HE Holdings, Inc. ("HEH"), a Delaware corporation, Hughes Aircraft Company ("HAC") and certain other corporations have entered into a Realignment Agreement effective as of January 1, 1996 (the "Realignment Agreement"), a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, That the execution and delivery by HAC of the Realignment Agreement and the implementation of the transactions provided for therein are hereby ratified and confirmed.

RESOLVED FURTHER , That the officers of HAC are authorized to issue and sell Nine Hundred and Ninety Nine (999) shares of HAC's no par value capital stock to HEH as provided for in Paragraph 2.2(b) of the Realignment Agreement.

December 18,
Dated as of ~~August~~, 1996



M. T. Smith

REALIGNMENT AGREEMENT

THIS REALIGNMENT AGREEMENT ("Agreement") is entered into as of January 1, 1996 ("Effective Date") by and among Hughes Aircraft Company, a Delaware corporation whose name will be changed to "HE Holdings, Inc." (hereinafter referred to as "HOLDINGS" or "OLD HAC"), Hughes Information Technology Corporation, a Delaware corporation whose name will be changed to "Hughes Information Systems Company" and a wholly owned subsidiary of OLD HAC ("HITC"), Hughes Newco, Inc., a Delaware corporation whose name will be changed to "Hughes Aircraft Company" and a wholly owned subsidiary of HOLDINGS (hereinafter referred to as "NEW HAC" or "NEWCO"), Hughes Telecommunications & Space Company, a Delaware corporation and a wholly owned subsidiary of OLD HAC ("HTS"), Hughes Space and Communications Company, a Delaware corporation and a wholly owned subsidiary of OLD HAC ("HSCC") and Hughes Research Laboratories, Inc., a Delaware corporation and a wholly owned subsidiary of OLD HAC ("HRL") (OLD HAC, HITC, NEWCO, HTS, HSCC AND HRL are each sometimes referred to as a "party" and two or more of them are sometimes referred to as "parties").

Recitals

- A. The parties hereto are all direct or indirect wholly owned subsidiaries of Hughes Electronics Corporation, a Delaware corporation ("Hughes"), which is a wholly owned subsidiary of General Motors Corporation, a Delaware corporation.
- B. Hughes reports its financial results in three segments ("aerospace and defense," "automotive electronics" and "telecommunications and space") and has five major operating business units for management reporting purposes ("Aerospace and Defense Systems," "Automotive Electronics," "DIRECTV," "Network Systems" and "Telecommunications and Space").
- C. OLD HAC, either directly or through subsidiaries, has held legal title to the assets utilized in four of the five operating business units described above (the fifth, Automotive Electronics, is conducted by Delco Electronics Corporation, a Delaware corporation and a wholly owned subsidiary of Hughes). In addition, OLD HAC owns the assets utilized in connection with corporate research and development and certain other corporate functions of Hughes.
- D. Hughes has approved a realignment of the business and assets of OLD HAC such that effective January 1, 1996, the aerospace and defense systems business will be conducted by NEW HAC, the telecommunications and space business will be conducted by HTS and HSCC, and the corporate research and development business will be conducted by HRL. The network systems business will continue to be conducted by Hughes Network Systems, Inc., a Delaware corporation and a wholly owned subsidiary of OLD HAC. The DIRECTV business in the United States will

continue to be conducted by DIRECTV Enterprises, Inc., a Delaware corporation and a wholly owned subsidiary of OLD HAC. Subject to obtaining a tax ruling from the Internal Revenue Service, all of the issued and outstanding stock of DIRECTV Enterprises, Inc. will be transferred to DIRECTV Global, Inc., a Delaware corporation and a wholly owned subsidiary of Hughes which will have management responsibility for the world-wide DIRECTV business.

E. At the direction of Hughes, each party hereto has approved the proposed realignment provided for herein, subject to the terms and conditions of this Agreement and the Related Documents.

Therefore, the parties agree as follows:

1. Definitions.

1.1 Defined Terms. For purposes of this Agreement and each Related Document (except as otherwise expressly provided in such a Related Document duly executed by all affected parties), the following terms shall have the following meanings:

"Agreement" is defined in the initial paragraph.

"Assets" of a business being transferred pursuant to this Agreement means all of the business, properties, assets, goodwill, contracts, agreements, bids, rights and claims of whatever kind and nature, real or personal, tangible or intangible (including intellectual property), known or unknown, actual or contingent and wherever located, which are owned or leased by, or licensed to, any party and which are primarily used in, held for use by, or related to that business including the stock or other ownership interest in the entities listed under NEW HAC, HTS, HSCC and HRL on Schedule 1.1 hereto, but excluding (i) the stock or other ownership interest in the entities listed under Hughes and HOLDINGS as "Other Subsidiaries", (ii) all Retained Contracts and (iii) all Retained Patents, Trademarks and License Agreements.

"Assumed Liabilities" means all liabilities and obligations, contingent or otherwise, known or unknown, incurred by OLD HAC in connection with, or arising out of its conduct of, a business being transferred pursuant to Section 2.2 hereof, other than those liabilities and obligations relating to or arising out of a Retained Contract or a Retained Patent, Trademark or License Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"HITC" is defined in the initial paragraph.

"HOLDINGS" and "OLD HAC" are defined in the initial paragraph.

"HRL" is defined in the initial paragraph.

"HSCC" is defined in the initial paragraph.

"HTS" is defined in the initial paragraph.

"Hughes" is defined in Recital A.

"party" and "parties" are defined in the initial paragraph.

"Realignment" is defined in Section 2.1.

"Related Documents" means the agreements and other documents necessary or desirable to be executed by any of the parties pursuant to this Agreement, including those to implement the transfers of Assets and assumptions of Assumed Liabilities provided for in Section 2.2.

"Retained Contracts" means all contracts, agreements, understandings, bids and other commitments which by law or contractual provision cannot be transferred or which, if transferred, would in any way prejudice the rights of any party hereto.

"Retained Patents, Trademarks and License Agreements" means all patents and trademarks (including applications and disclosures) made or owned by OLD HAC and license agreements entered into by OLD HAC, on or before the Effective Date, which relate to a business being transferred pursuant to Section 2.2 hereof.

"Securities Act" is defined in Section 3.2.

1.2 Certain Rules of Construction. For purposes of this Agreement:

- (a) The words "herein," "hereof" and "hereunder," and words of similar import, refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (b) Unless the context otherwise requires: (i) the singular includes the plural, and vice versa; (ii) all definitions and references to an agreement, instrument or document shall mean such agreement, instrument or document together with all exhibits and schedules thereto and any and all amendments, supplements or modifications thereto as the same may be in effect at the time such definition or reference is applicable for any purpose; (iii) all references to any person shall include such person's successors and permitted assigns; and (iv) the term "including" means including, without limitation.

2. Realignment.

2.1 General. The parties intend in this Agreement and the Related Documents to consummate a realignment (the "Realignment") of OLD HAC so that, among other things, as of the Effective Date (a) OLD HAC shall change its name to "HE Holdings, Inc.", NEWCO shall change its name to "Hughes Aircraft Company" and HITC will change its name to "Hughes Information Systems Company", (b) the Assets of OLD HAC shall be transferred, as hereinafter more particularly described, to NEW HAC, HITC, HTS, HSCC and HRL, (c) all of the issued and outstanding stock of HSCC shall be transferred to HTS, (d) all of the issued and outstanding stock of HITC shall be transferred to NEW HAC, (e) HOLDINGS shall perform the Retained Contracts through subcontract arrangements with NEW HAC, HTS, HSCC or HRL, as provided in Section 2.3, and (f) HOLDINGS, as a subsidiary of Hughes, shall become the parent holding company for NEW HAC, HTS, Hughes Network Systems, Inc., DIRECTV Enterprises, Inc. (until such time as an IRS tax ruling is obtained with respect to the transfer of DIRECTV Enterprises, Inc. to DIRECTV Global, Inc., a wholly owned subsidiary of Hughes) and HRL. The Realignment will result in the transfer of substantially all of the property held or used by OLD HAC, and after the transfer the real and ultimate ownership of such property will be substantially similar to that which existed before the transfer.

2.2 Transactions and Related Documents. The portions of the Realignment described in Paragraph 2.1(b), (c), (d), (e) and (f), are hereby implemented as of the Effective Date by the following transactions and agreements which are deemed to occur, be entered into and become effective in the order shown:

- (a) HOLDINGS, the sole stockholder of HITC, conveys and transfers the business and Assets, subject to the Assumed Liabilities, of divisions 1L and 1J of its aerospace and defense systems business (the same being reflected on the trial balance attached hereto as Exhibit A) to HITC as a contribution to capital and without further consideration. HOLDINGS remains responsible for the performance of all Retained Contracts related to the transferred business, and HITC agrees to perform such responsibilities on behalf of HOLDINGS in accordance with the provisions of Section 2.3 hereof.
- (b) Pursuant to Section 351 of the Code, HOLDINGS conveys and transfers the business and Assets, subject to the Assumed Liabilities, of its aerospace and defense systems business (the same being reflected on the trial balance attached hereto as Exhibit B), including the stock or other ownership interest in the entities designated by a dash (-) and listed under NEW HAC on Schedule 1.1, to NEW HAC in exchange for the initial issuance of nine hundred and ninety-nine shares of NEW HAC capital stock and without further consideration. After such transfer one thousand shares of NEW HAC capital stock are issued and outstanding, all of which

are owned by HOLDINGS. HOLDINGS remains responsible for the performance of all Retained Contracts related to the transferred business, and NEW HAC agrees to perform such responsibilities on behalf of HOLDINGS in accordance with the provisions of Section 2.3 hereof.

- (c) Pursuant to Section 351 of the Code, HOLDINGS conveys and transfers the business and Assets, subject to the Assumed Liabilities, of its satellite manufacturing business (the same being reflected on the trial balance attached hereto as Exhibit C), including the stock or other ownership interest in Hughes Space and Communications International, Inc. to HSCC in exchange for the initial issuance of nine hundred and ninety-nine shares of HSCC capital stock and without further consideration. After such transfer one thousand shares of HSCC capital stock are issued and outstanding, all of which are owned by HOLDINGS. HOLDINGS remains responsible for the performance of all Retained Contracts related to the transferred business, and HSCC agrees to perform such responsibilities on behalf of HOLDINGS in accordance with the provisions of Section 2.3 hereof.
- (d) Pursuant to Section 351 of the Code, HOLDINGS conveys and transfers the business and Assets, subject to the Assumed Liabilities, of its telecommunications and space business (the same being reflected on the trial balance attached hereto as Exhibit D), including the stock or other ownership interest in the entities designated by a dash (-) and listed under HTS on Schedule 1.1, to HTS in exchange for the initial issuance of nine hundred and ninety-nine shares of HTS capital stock and without further consideration. After such transfer one thousand shares of HTS capital stock are issued and outstanding, all of which are owned by HOLDINGS. HOLDINGS remains responsible for the performance of all Retained Contracts related to the transferred business, and HTS agrees to perform such responsibilities on behalf of HOLDINGS in accordance with the provisions of Section 2.3 hereof.
- (e) Pursuant to Section 351 of the Code, HOLDINGS conveys and transfers the business and Assets, subject to the Assumed Liabilities, of its corporate research and development business (the same being reflected on the trial balance attached hereto as Exhibit E), including the stock or other ownership interest in Hughes Research Analytics, Inc., to HRL in exchange for the initial issuance of one thousand shares of HRL capital stock and without further consideration. After such transfer one thousand shares of HRL capital stock are issued and outstanding, all of which are owned by HOLDINGS. HOLDINGS remains responsible for the performance of all Retained Contracts related to the transferred business, and HRL agrees to perform such responsibilities on behalf of HOLDINGS in accordance with the provisions of Section 2.3 hereof.

2.3 Retained Contracts. HOLDINGS shall remain responsible for all of its obligations under all Retained Contracts, and nothing herein shall be deemed an assignment or transfer of such Retained Contracts. NEW HAC, HITC, HTS, HSCC and HRL, as appropriate, severally agree, as subcontractors to HOLDINGS, to perform all obligations of HOLDINGS under the Retained Contracts related to the business and Assets being transferred to such party pursuant to Paragraph 2.2 hereof, and HOLDINGS shall pay over to such performing party all amounts paid to it under the Retained Contract as a result of such performance.

2.4 Balance Sheets. The Assets, subject to the Assumed Liabilities, transferred to NEW HAC, HITC, HTS, HSCC and HRL pursuant to Section 2.2 hereof shall include all assets and liabilities of the respective businesses being transferred as shown on the consolidating balance sheet of Hughes as at January 1, 1996.

2.5 Non-Exclusive License. Effective on the Effective Date,

- (a) HOLDINGS grants non-exclusive, world-wide, royalty-free licenses under the Retained Patents, Trademarks and License Agreements to NEW HAC, HITC, HTS, HSCC, HRL and each of their subsidiaries to make, have made, use and sell products and services as necessary for each licensee to conduct its business, with the right to sublicense. This license may be revoked or made subject to a reasonable royalty by HOLDINGS on thirty days written notice to the licensee.
- (b) NEW HAC, HITC, HTS, HSCC and HRL agree to require their respective employees, and the employees of their respective subsidiaries, to assign each of their rights in future patents and trademarks to HOLDINGS, and HOLDINGS hereby grants a non-exclusive license, on the terms set forth in Section 2.5(a) above, in such future patents and trademarks.
- (c) NEW HAC, HITC, HTS, HSCC and HRL each grants to HOLDINGS and each subsidiary of HOLDINGS a non-exclusive, world-wide, royalty-free license under the intellectual property Assets transferred to it pursuant to Section 2.2 hereof, as necessary for each such subsidiary to make, have made, use and sell products and services for its business. Each party agrees to protect proprietary information of the other parties.

3. Representations and Acknowledgment.

3.1 Representations of all Parties. Each of the parties represents and warrants to each of the other affected parties as follows as of the Effective Date and after giving effect to the Realignment:

- (a) Such party is a corporation duly organized and validly existing under the laws of its jurisdiction of incorporation and has full corporate power and authority to execute and deliver this Agreement and the Related Documents and to perform the provisions hereof and thereof on its part to be performed.
- (b) The execution, delivery and performance of this Agreement and the Related Documents have been and remain duly authorized by all necessary corporate action of such party.

3.2 Acknowledgment of HAC and Enterprises. Each of HOLDINGS, HTS and NEW HAC severally acknowledges that it understands that the shares of capital stock to be transferred to it pursuant to this Agreement have not been registered under the Securities Act of 1933, as amended ("Securities Act") or any applicable state blue sky or securities laws. Each of HOLDINGS, HTS and NEW HAC further severally agrees that it will not sell or transfer such shares of capital stock unless such shares are registered under the Securities Act and applicable state law or unless an exemption from registration is available.

4. Other Terms and Conditions.

4.1 Assumed Liabilities. NEW HAC, HITC, HTS, HSCC and HRL each severally agree to perform and discharge all Assumed Liabilities related to the business and Assets transferred to it pursuant to Section 2.2 hereof.

4.2 OLD HAC Employees. As of the Effective Date, employees of OLD HAC who are assigned to each of the businesses being transferred pursuant to Section 2.2 hereof shall become employees of the party to which such business is transferred.

4.3 Conveyances; Further Assurances. From and after the Effective Date, each party shall execute and deliver such further instruments of conveyance, assignment, assumption and transfer and take such actions as may be reasonably required to effect or evidence the transfer of the Assets and the other transactions provided for in the Realignment as provided herein. Without limiting the generality of the foregoing, each party shall execute and deliver such documents as may be necessary to assist another party in preserving or protecting its right, title and interest in and to the Assets and shall also do such acts as are necessary to consummate the Realignment in accordance with this Agreement and the Related Documents.

4.4 Dispute Resolution. If a dispute arises between any of the parties hereto in connection with this Agreement, the Related Documents or the transactions contemplated hereby or thereby which cannot be resolved between such parties, the dispute shall be submitted to the Chairman of the Board or the Senior Vice President and Chief Financial Officer of Hughes, and the determination of either of them shall be conclusive and binding on all parties hereto.

5. Miscellaneous.

5.1 Headings. The headings contained in this Agreement and the Related Documents are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.2 Severability. If any term or other provision of this Agreement or any Related Document is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement and each Related Document shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement and any Related Document so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Realignment shall be consummated as of the Effective Date as contemplated by this Agreement and the Related Documents, to the greatest extent possible.

5.3 Entire Agreement. This Agreement and the Related Documents constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral.

5.4 No Third-Party Beneficiaries. This Agreement and the Related Documents are for the sole benefit of the parties hereto and thereto and their successors and permitted assigns and nothing herein or therein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement or the Related Documents.

5.5 Amendment Waiver. Neither this Agreement nor any Related Document may be amended or modified except by an instrument in writing signed by the affected party or parties and consented to by Hughes. Waiver of any term or condition of this Agreement or any Related Document shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement or such Related Document.

5.6 Governing Law. This Agreement and the Related Documents shall each be governed by, and construed in accordance with, the laws of the State of California applicable to contracts executed in and to be performed in that State.

5.7 Counterparts. This Agreement and the Related Documents may be executed in one or more counterparts, each of which when executed shall be deemed

to be an original but all of which taken together shall constitute one and the same agreement.

5.8 Priority. In the event of any conflict between any term or condition in this Agreement and any term or condition in any Related Document, the terms and conditions in this Agreement shall control.

This Agreement is executed by the undersigned parties as of the Effective Date.

HUGHES AIRCRAFT COMPANY
(to be known as HE Holdings, Inc.)

By: _____
Title: _____

HUGHES NEWCO, INC.
(to be known as Hughes Aircraft Company)

By: _____
Title: _____

HUGHES INFORMATION TECHNOLOGY
CORPORATION (to be known as Hughes
Information Systems Company)

By: _____
Title: _____

HUGHES TELECOMMUNICATIONS &
SPACE COMPANY

By: _____
Title: _____

HUGHES SPACE AND COMMUNICATIONS
COMPANY

By: _____
Title: _____

HUGHES RESEARCH LABORATORIES, INC.

By: _____
Title: _____

To Whom It May Concern:

I, Daniel R. Allemeier, General Counsel and representative for HRL Laboratories, LLC hereby state that attached hereto is a true and correct copy of

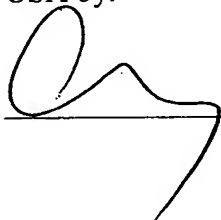
Certificate of Merger.



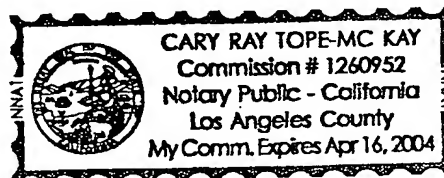
Daniel R. Allemeier

Dated: 3/26/2003

Subscribed and sworn to before me this 20th day of March, 2003 in Malibu, California, USA by.



(Cary Tope-McKay)



STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 08:30 AM 12/17/1997
971432568 - 2833732

CERTIFICATE OF MERGER
OF
HUGHES RESEARCH LABORATORIES, INC.
INTO
HRL LLC

The undersigned limited liability company formed and existing under and by virtue of the Delaware Limited Liability Company Act, 6 Del.C. § 18-101, et. seq. (the "Act") does hereby certify that:

FIRST: The names and jurisdiction of formation or organization of each of the constituent entities which are to merge are as follows:

Name	Jurisdiction or Formation/Organization
Hughes Research Laboratories, Inc.	Delaware
HRL LLC	Delaware

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged in accordance with Sections 264(c) and 228 of the General Corporation Law of the State of Delaware (the "DGCL") and in accordance with Sections 18-209 of the Act by Hughes Research Laboratories, Inc. and HRL LLC.

THIRD: The name of the surviving Delaware limited liability company is HRL LLC.

FOURTH: The merger of Hughes Research Laboratories, Inc. into HRL LLC shall be effective at and as of 11:00 a.m. (Eastern Time) on December 17, 1997.

12/17/97 WED 08:39 FAX 302 858 6548

RICHARDS LAYTON & FINGER

003

FIFTH: The executed Agreement and Plan of Merger is on file at the principal place of business of HRL LLC. The address of the principal place of business of HRL LLC is 3011 Malibu Canyon Road, Malibu, California 90265.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by HRL LLC, on request and without cost, to any member of HRL LLC and to any stockholder of Hughes Research Laboratories, Inc.

IN WITNESS WHEREOF, I have hereunto signed by name as of the 17th day of December 1997.

HRL LLC

By:




as Authorized Person

Thomas D. Hyde

To Whom It May Concern:

I, Daniel R. Allemeier, General Counsel and representative for HRL Laboratories, LLC hereby state that attached hereto is a true and correct copy of

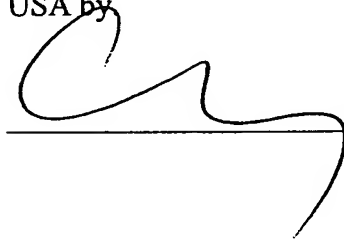
Certificate of Amendment to HRL



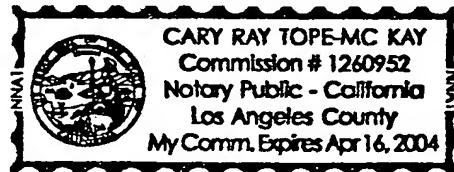
Daniel R. Allemeier

Dated: 3/20/2003

Subscribed and sworn to before me this 20th day of March, 2003 in Malibu, California, USA by



(Cary Tope-McKay)



Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "HRL LLC", CHANGING ITS NAME FROM "HRL LLC" TO "HRL LABORATORIES, LLC", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF MARCH, A.D. 1998, AT 6 O'CLOCK P.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION:

2833732 8100

DATE:

9006416

981126261

04-01-98

MAR-23-1998 15:17

CT CORP L.L.C.

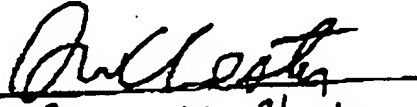
P. 02/133

CERTIFICATE OF AMENDMENT
OF
HRL LLC

1. The name of the limited liability company is **HRL LLC**.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name is changed to **HRL Laboratories, LLC**
3. This Certificate of Amendment shall be effective on March 23, 1998.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of
HRL LLC this 20TH day of March, 1998.


Arthur N. Chester
General Manager

EMPLOYEE STATEMENTS & AGREEMENTS**HUGHES****SAFEGUARDING CLASSIFIED INFORMATION**

The Hughes Aircraft Company, hereinafter referred to as "Hughes", is engaged in national defense work and is contractually obligated by a Security Agreement with the United States Government to comply with laws and regulations pertaining to the safeguarding of classified information and material.

Pursuant to the above statement concerning contractual security obligations, and in consideration of my employment by Hughes and as a condition thereof, I understand and agree to the following with respect to security:

- A. That I have a continuing individual responsibility for safeguarding classified information to which I may have access during my employment by Hughes.
- B. That upon disclosing or releasing classified information to another person, I am responsible for determining that the prospective recipient is an authorized person and for advising the recipient of the classification of the information disclosed.
- C. That the unauthorized disclosure of classified information violates Department of Defense regulations and contractual obligations and is punishable under the provisions of Federal Criminal Statutes.

SAFETY

I understand that safety is a prime requisite during my employment by Hughes, and that I am responsible for understanding and observing established safety standards to prevent injury to myself and other persons, or damage to equipment and property. I understand that I may be required to wear or not wear certain standard garments and/or accessories in a particular department as specified in Hughes' policies or safety practices.

PROPRIETARY INFORMATION, COPYRIGHTS, MASK WORKS & INVENTIONS

Hughes Aircraft Company is a major electronics firm engaged both in the United States and abroad in the research, development, manufacturing and support of electronic, missile, spacecraft and automotive systems, components and materials military and commercial programs and ventures. This is the "Business of Hughes."

The success of Hughes depends, among other things, upon maintaining strictly confidential and secret information relating to its trade secrets, accounting, costs, research, development, sales, manufacturing and other information peculiarly within the knowledge of and relating to the Business of Hughes, and to which employees may acquire knowledge or have access to during the course of their employment by Hughes. All such information is hereinafter collectively referred to as "Proprietary Information."

The success of Hughes also depends upon the timely disclosure of inventions made by Hughes employees in the course of their employment and, in appropriate circumstances, the full cooperation of employee-inventors in filing, maintaining and enforcing United States and foreign country patent applications and patents covering such inventions.

In view of the foregoing and in consideration of my employment by Hughes and as a further condition thereof, I agree as follows:

A. PROPRIETARY INFORMATION

I shall use my best efforts to exercise utmost diligence to protect and guard the Proprietary Information of Hughes and its subsidiaries. Neither during my employment by Hughes nor thereafter shall I, directly or indirectly, use for myself or another, or disclose to another, any Proprietary Information (whether acquired, learned, obtained or developed by me alone or in conjunction with others) of Hughes or any subsidiary of Hughes, except as such disclosure or use is required in connection with my employment with Hughes or is consented to in writing by Hughes. Upon request by Hughes at any time, including the event of my termination of employment with Hughes, I shall promptly deliver to Hughes, without retaining any copies, notes or excerpts thereof, all memoranda, journals, notebooks, diaries, notes, records, plats, sketches, plans, specifications or other documents relating directly or indirectly to any Proprietary information made or compiled by or delivered or made available to or otherwise obtained by me. Each of the foregoing obligations shall also apply with respect to Proprietary Information of customers, contractors and others with whom Hughes or any subsidiary of Hughes has a business relationship, learned or acquired by me during the course of my employment by Hughes. The provisions of this section shall continue in full force and effect after my termination of employment for whatever reason.

B. COPYRIGHTS & MASK WORKS:

All rights in and to any copyrightable material (including, but not limited to, computer programs) or material protectable as a mask work under the Semiconductor Chip Protection Act of 1984 which I may originate pursuant to or in connection with the Business of Hughes, and which are not expressly released by Hughes in writing, shall be deemed as a work for hire and shall be the sole and exclusive property of Hughes, its successors, assigns or other legal representatives.

With the exception of "EXEMPT" inventions as defined herein, any and all inventions, including developments and discoveries, whether or not patentable, which I may conceive or first reduce to practice, either alone or with others during the period of my employment by Hughes (hereinafter referred to as Hughes inventions) shall be the sole and exclusive property of Hughes and shall be promptly disclosed to Hughes in writing.

Inventions which I consider to be EXEMPT but made solely or jointly with others during the term of my employment, shall be disclosed in confidence to Hughes for the purpose of determining such issues as may arise. I shall do all acts required or desirable to provide for full title to certain patents and inventions to be in the United States as required by contracts between Hughes and the United States or any of its agencies.

An EXEMPT invention is one which:

- (a) was developed entirely on my own time without using Hughes' equipment, supplies, facilities, or trade secret information; and
- (b) does not relate at the time of conception or reduction to practice of the invention to Hughes' business, or to its actual or demonstrably anticipated research or development; and
- (c) does not result from any work performed by me for Hughes.

I shall, without further compensation or consideration, but at no cost or expense to me:

- (a) communicate to Hughes, its successors, assigns or other legal representatives (hereinafter referred to as Hughes et al), any facts known by me respecting said Hughes inventions;
- (b) do all lawful acts, including the execution and delivery of all papers and proper oaths and the giving of testimony deemed necessary or desirable by Hughes et al, with regard to said Hughes inventions, for protecting, obtaining, maintaining and enforcing any and all Letters Patents in the United States and throughout the world for said Hughes inventions, and for perfecting, affirming, recording and maintaining the title of Hughes et al; and
- (c) generally cooperate to the fullest extent in all matters pertaining to said Hughes inventions, developments or discoveries, any and all said Letters Patents and title thereto of Hughes et al.

Listed below by descriptive title for purposes of identification only are all of the inventions made by me (conceived and reduced to practice) prior to my employment by Hughes that I consider to be my property and excluded from this Agreement.

- POLYCRYSTALLINE CARBON FOR USE AS A GATE ELECTRODE
- SPLIT GATE ELECTRODES FOR MOS APPLICATIONS

(Continue on separate sheet if additional space is required)

NOTICE UNDER SECTION 2872

This Agreement has been drafted to be in conformance with Section 2870 of Article 35 (INVENTIONS MADE BY EMPLOYEE) of the Labor Code of the State of California as amended July 16, 1986 and, as required by Section 2872, notification is hereby given that this Employment Agreement does not apply to an invention which qualifies as an "EXEMPT" invention under the provisions of Section 2870.

CONFLICT OF INTEREST AND BUSINESS ETHICS

I have been given a copy of Company Policy CP-4, "Conflict of Interest and Business Ethics," dated 11-1-93 which I have read and understand. I declare that I do not now have a conflict of interest as defined therein, and that I will bring any actual or potential changes to this status during my employment by Hughes to the attention of Hughes management. I have also been given a copy of the Company publication, Integrity - Standards of Business Ethics and Conduct for Employees of Hughes Aircraft Company, and I agree to read this booklet and to abide by the standards as outlined therein.

I have read, and I understand and agree to comply with, all conditions above without any reservations whatsoever. I likewise acknowledge receipt of a copy of the Company Rules & Regulations which I shall detach from this form and retain for reference.

Witness Signature

Date

Employee Signature

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- A. That I have a continuing individual responsibility for safeguarding classified information to which I may have access during my employment by Hughes.
- B. That upon disclosing or releasing classified information to another person, I am responsible for determining that the prospective recipient is an authorized person and for advising the recipient of the classification of the information disclosed.
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- (c) does not result from any work performed by me for Hughes.

I shall, without further compensation or consideration, but at no cost or expense to me:

- (a) communicate to Hughes, its successors, assigns or other legal representatives (hereinafter referred to as Hughes et al), any facts known by me respecting said Hughes inventions;
- (b) do all lawful acts, including the execution and delivery of all papers and proper oaths and the giving of testimony deemed necessary or desirable by Hughes et al, with regard to said Hughes inventions, for protecting, obtaining, maintaining and enforcing any and all Letters Patents in the United States and throughout the world for said Hughes inventions, and for perfecting, affirming, recording and maintaining the title of Hughes et al; and
- (c) generally cooperate to the fullest extent in all matters pertaining to said Hughes inventions, developments or discoveries, any and all said Letters Patents and title thereto of Hughes et al.

Listed below by descriptive title for purposes of identification only are all of the inventions made by me (conceived and reduced to practice) prior to my employment by Hughes that I consider to be my property and excluded from this Agreement.

(Continue on separate sheet if additional space is required)

NOTICE UNDER SECTION 2872

This Agreement has been drafted to be in conformance with Section 2870 of Article 35 (INVENTIONS MADE BY EMPLOYEE) of the Labor Code of the State of California as amended July 15, 1986 and, as required by Section 2872, notification is hereby given that this Employment Agreement does not apply to an invention which qualifies as an "EXEMPT" invention under the provisions of Section 2870.

CONFLICT OF INTEREST AND BUSINESS ETHICS

I have been given a copy of Company Policy CP¹⁰~~2~~ "Conflict of Interest and Business Ethics," dated 8/7/90 which I have read and understand. I declare that I do not now have a conflict of interest as defined therein, and that I will bring any actual or potential changes to this status during my employment by Hughes to the attention of Hughes management. I have also been given a copy of the Company publication, Integrity — Standards of Business Ethics and Conduct for Employees of Hughes Aircraft Company, and I agree to read this booklet and to abide by the standards as outlined therein.

I have read, and I understand and agree to comply with, all conditions above without any reservations whatsoever. I likewise acknowledge receipt of a copy of the Company Rules & Regulations which I shall detach from this form and retain for reference.

Witness Signature

Date

Employee Signature